

**BEFORE THE MINNESOTA
BOARD OF PSYCHOLOGY
COMPLAINT RESOLUTION COMMITTEE**

In the Matter of the License
of Jonathan C. Hoistad, Ph.D., L.P.
License Number: LP1788

**AGREEMENT FOR
CORRECTIVE ACTION**

This agreement is entered into by and between Jonathan C. Hoistad, Ph.D., L.P. ("Licensee"), and the Complaint Resolution Committee of the Minnesota Board of Psychology ("Committee") pursuant to the authority of Minn. Stat. § 214.103, subd. 6(a) (2014). Licensee and the Committee hereby agree as follows:

FACTS

1. On, or about, May 30, 2014, client B.H. saw Licensee for a psychological evaluation in order to evaluate whether B.H. could be diagnosed with Asperger's Disorder or an Autism Spectrum Disorder ("ASD"), and the following events took place:

a. B.H. was angry throughout his evaluation, and was reluctant to fully engage in the evaluation. Licensee omitted some elements of the evaluation that he would otherwise include, due to Licensee's demeanor. Licensee failed to document these limitations to the evaluation process.

b. Licensee produced a report from the evaluation ("Evaluation Report"). The Evaluation Report drew conclusions that were not fully supported by the tests that Licensee conducted as part of the evaluation.

2. On June 12, 2015, Licensee met with the Committee to discuss the facts set forth in paragraph 1, above. Based on the discussion, the Committee views Licensee's practices as inappropriate under Minn. Stat. § 148.941, subds. 2(a)(1) (2014) and Minn. R. 7200.5010 (2014),

and Licensee agrees that the conduct cited above occurred and constitutes a reasonable basis in law and fact to justify the corrective action described in paragraph 3 below.

CORRECTIVE ACTION

3. Licensee agrees to address the conduct referenced in paragraphs 1 and 2 by taking the following corrective actions:

a. ***Professional Consultation.*** Licensee shall obtain one-on-one professional consultation from a Minnesota licensed psychologist to address documentation of qualifiers and limitations in reports of psychological evaluations, and how to apply this knowledge to his practice.

Licensee shall submit the *curriculum vitae* of his proposed professional consultant for pre-approval by the Committee within thirty (30) days of the date this Stipulation becomes effective. Licensee shall select a consultant with whom he has had no previous personal or professional relationship. The Committee reserves the right to reject the consultant proposed by Licensee. If the Committee rejects the consultant proposed by Licensee, the Committee may require that Licensee submit additional names, or the Committee may provide Licensee with the name of a consultant.

Within three (3) months of the Committee's approval of Licensee's consultant, Licensee shall meet with the consultant for a minimum of two (2) hours. At the conclusion of the consultation, Licensee shall have the consultant submit a report to the Board no later than sixty (60) days from the date of the last consultation. The report shall provide and/or address:

1) A statement that the consultant has reviewed this Agreement, Licensee's Evaluation Report of B.H. that gave rise to this Agreement, and any other data deemed relevant by the Committee;

2) The dates on which consultation(s) were held with Licensee;

3) Licensee's active participation in consultation;

4) The issues discussed in consultation;

5) The consultant's assessment of Licensee's understanding and ability to document of qualifiers and limitations in reports of psychological evaluations, and applying this knowledge to his practice;

6) The consultant's opinion as to whether Licensee has demonstrated a satisfactory understanding of the issues that gave rise to this Agreement, and whether additional consultations or education is required; and

7) Any other information the consultant believes would assist the Board in its ultimate review of this matter.

b. ***Licensee's Report.*** At the conclusion of the consultation, Licensee shall submit to the Committee the next three evaluation reports that he performs, for the Committee's approval.

4. Licensee shall be responsible for all costs incurred as a result of compliance with this agreement.

5. If any due date required by the Agreement for Corrective Action is not met, the Committee may fine Licensee \$100 per violation. Licensee shall pay the fine and correct the violation within five days after service on Licensee of a demand for payment and correction. If Licensee fails to do so, the Committee may impose additional fines not to exceed \$500 per violation. The total of all fines may not exceed \$5,000. Licensee waives the right to seek review of the imposition of these fines under the Administrative Procedure Act, by *writ of certiorari* under Minn. Stat. § 480A.06, by application to the Board, or otherwise. Neither the imposition

of fines nor correction of the violation will deprive the Board of the right to impose additional discipline based on the violation.

6. No condition imposed as a remedy by this Agreement for Corrective Action shall be used as a continuing education activity for the purpose of renewal of Licensee's license to practice psychology, unless it is specifically stated in this Agreement for Corrective Action that the condition may be used for this purpose.

OTHER INFORMATION

7. Licensee understands that this agreement does not constitute disciplinary action.

8. Upon Licensee's satisfactory completion of the corrective action referenced in paragraph 3, the Committee agrees to dismiss the complaint(s) referenced in paragraph 1. Licensee agrees that the Committee shall be the sole judge of satisfactory completion. Licensee understands and further agrees that if, after dismissal, the Committee receives additional complaints similar to the facts in paragraph 1, the Committee may reopen the dismissed complaint(s).

9. If Licensee fails to complete the corrective action satisfactorily, or if the Committee receives additional complaints similar to the facts described in paragraph 1, the Committee may, at its discretion, reopen the investigation and proceed according to the Board's practice act and Minn. Stat. chs. 214 and 14. Licensee agrees that the Committee will be the sole judge of satisfactory completion. Licensee understands and further agrees that if, after dismissal, the Committee receives additional complaints similar to that referenced in the Facts section, the Committee may reopen the dismissed complaint. In any subsequent proceeding, the Committee may use as proof of the facts of paragraph 1 Licensee's agreements herein. Licensee agrees that

failure to complete corrective action satisfactorily constitutes failure to cooperate under Minn. Stat. § 148.941, subd. 4, and may subject Licensee to disciplinary action by the Board.

10. Licensee has been advised by Committee representatives that Licensee may choose to be represented by legal counsel in this matter. Although aware of this opportunity, Licensee has elected not to be represented by counsel. The Committee is represented by Nicholas Lienesch, Assistant Attorney General.

11. This agreement shall become effective upon execution by the Committee and shall remain in effect until the Committee dismisses the complaint, unless the Committee receives additional information that renders corrective action inappropriate. Upon receipt of such information, the Committee may, at its discretion, proceed according to the Board's practice act and Minn. Stat. chs. 214 and 14.

12. Licensee understands and acknowledges that this agreement and any letter of dismissal are classified as public data.

13. Licensee hereby acknowledges having read and understood this agreement and having voluntarily entered into it. This agreement contains the entire agreement between the Committee and Licensee, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this agreement.

LICENSEE

MINNESOTA BOARD OF PSYCHOLOGY
COMPLAINT RESOLUTION COMMITTEE


JONATHAN C. HOISTAD, Ph.D., L.P.

Dated: 09-10-2015


Patricia Stankovitch, PsyD, LP
For the Committee

Dated: 09-29-2015